

## SAMPLE PERFORMANCE BOND

**WHEREAS**, the City Council of the City of Dublin, State of California, and \_\_\_\_\_, (hereinafter designated as "Principal") have entered into a "Performance Security Agreement" ("Agreement"), under which Principal is to comply with the requirements of City of Dublin Ordinance no. 5-00 and the Waste Management Plan ("WMP") for the \_\_\_\_\_ project ("Project") located within the City of Dublin, State of California, which Agreement is hereunto annexed and made a part hereof; and

**WHEREAS**, said principal is required under the terms of said Agreement to furnish a bond for the faithful performance of the principal's obligations under Ordinance no. 5-00 and the WMP for the Project.

**NOW, THEREFORE**, we, the Principal and \_\_\_\_\_ a corporation duly authorized to do business in the State of California, as surety are held and firmly bound unto the City of Dublin ("City"), in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly presents.

The condition of this obligation is such that if above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect and may be forfeited as specified in said Agreement.

As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one which shall be deemed an original, by the Principal and surety above named, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Principal) \_\_\_\_\_

(Surety) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_